



**CITY OF CLEVELAND**  
Mayor Frank G. Jackson

**Request for Proposal (RFP)**

**For**

**Customer Relationship Loan and Grant Management Solution**

**Issued by the**

**Departments of Economic Development & Community Development.**

**Schedule of Critical Dates:**

- |                      |                                  |
|----------------------|----------------------------------|
| 1. November 20, 2020 | RFP Published on City website    |
| 2. December 11, 2020 | Pre-Proposal Conference          |
| 3. December 21, 2020 | Last Day to Submit RFP Questions |
| 4. January 5, 2021   | Publish RFP Addendum             |
| 5. January 20, 2021  | Proposal Submission Deadline     |

**LATE PROPOSALS WILL NOT BE ACCEPTED**

## **Pre-Proposal Conference**

A pre-proposal conference will be held on **Friday, December 11, 2020**; interested parties may ask questions or seek clarification pertaining to this Request for Proposals (RFP) and the services desired. For security reasons, those planning to attend the pre-proposal conference must register by email to [thayes@clevelandohio.gov](mailto:thayes@clevelandohio.gov). When registering, it will be necessary to provide the names of all attendees.

## **Addendum to the RFP**

The last day for submission of questions is **Monday, December 21, 2020**. An addendum to the RFP will be published on the city's website on **Tuesday, January 5, 2021**.

## **Submitting Proposals**

Each firm must submit copies of their technical proposal and fee proposal via email to [thayes@clevelandohio.gov](mailto:thayes@clevelandohio.gov) no later than 5:00 p.m. EST on **Wednesday, January 20, 2021**. No proposals will be accepted after that date and time unless the city extends the deadline by a written addendum. The technical and fee proposals should be sent as separate document. Ensure that the attachments do not exceed thirty (30) MBs per email or send a link to retrieve the proposal via a shared drive or shared storage.

The city reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered, in the sole discretion of the city, to be in the city's best interests. The city may modify or amend any provision of this notice or the RFP at any time.

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## 1.INTRODUCTION AND OVERVIEW

### Introduction

The City of Cleveland, Departments of Economic and Community Development, through this Request for Proposal, is soliciting proposals from qualified vendors to supply a Customer Relationship, Grant, and Loan Management Solution as a Software as a Service (SaaS). This application will be required to provide online applications for clients, workflow processing, project management, reporting, and tracking on loan and grant programs and services.

The solution will also be required to provide business analytics, loans, grants management, and servicing.

### Background Information

The Department of Economic Development (E.D.) is responsible for assisting small businesses that are expanding or relocating to the City of Cleveland with financing, workforce solutions, or technical assistance. This E.D. team is made up of 18 full-time employees.

The Department of Community Development (CD) is responsible for planning, administering, and evaluating HUD funds. The Department implements programs designed to conserve and expand the housing stock, revitalize commercial areas, acquire, maintain, and market vacant land; improve the quality of human services, and develop small area or neighborhood strategies. The CD team is made up of 81 full-time employees with approximately 50 directly managing and processing grant applications, reports, and payments. The CD team also works in close partnership with 100+ organizations each year to invest \$30 million in federal and local funds.

### Goal

The goal of the implementation of a customer relationship, loan, and grant management solution is to decrease the time for processing applications, streamline reporting on projects, streamline reporting on individual accomplishments (households, housing units, public improvements, and small businesses), provide real-time accounts status updates, access to metrics, data analytics and reports for management decision making. Other goals include improving customer experience by providing timely and valuable information, data transparency, and engagement with clients, vendor management, HUD regulatory compliance in an end to end solution.

*This RFP does not obligate the city to complete the selection and contract award process. The city reserves the right to accept or reject any and all proposals, request additional information from any or all proposers to assist the city in its evaluation process, amend or withdraw this RFP prior to the announcement of the selected firm and award the proposed services in whole or in part, to one or more firms. In case of an amendment to the RFP, all proposers will be provided with a copy of any such amendment(s) and be afforded the opportunity to revise their proposals in response to the RFP amendment.*

## **2.REQUESTED SCOPE OF SERVICES**

### **General Requirements**

- I. The solution shall be cloud-based, manage proposals and applications intake and award, manage contacts, monthly process requests, track activities, and unit accomplishments, and manage loans/grants by the various departments and divisions. Activities include but are not limited to:
  - a. Economic Development Projects
  - b. Small Business Activities
  - c. Public Service Activities
  - d. Community Development Activity
  - e. Small-Scale Housing Rehabilitation
  - f. Small-Scale Home Maintenance
  - g. Small-Scale Housing New Construction
  - h. Large-Scale Housing Development
  - i. Lead Hazard Control program
  - j. Land Bank Applications
- II. The solution shall allow for collaboration and communication among the individual users, divisions, departments, and interface with 100+ partner organizations.
- III. The solution shall allow for the management of all Federal, State, Local and private funding Sources
- IV. The solution shall allow for the compliance of all unit accomplishments, according to Federal, State, Local, and private regulatory requirements.
- V. The solution shall allow reporting and analytic capabilities to provide leadership with quantitative data related to internal and external output with the ability to create reports.

Allow vendors to complete periodic accomplishments and reports, including all standard HUD accomplishment data at the unit level (Households, Housing Units, Public Improvements, and Small Businesses).
- VI. The solution shall identify and highlight areas of non-compliance at the project level and accomplishments unit level, according to Federal, State, Local, and private regulatory requirements.
- VII. The solution shall allow full access to mobile and cloud-based devices across multiple platforms.

- VIII. The solution shall allow initial training for all users and the creation of training materials to be used as a reference and for the training of new personnel.
- IX. The Vendor will be required to import existing records and data available in MySQL, MS Access, MS Excel and CSV formats
- X. The Vendor will be required to facilitate and implement Electronic Data Interchange (EDI) with the U.S. Department of Housing and Urban Developments' Integrated Disbursement and Information System (IDIS). See <https://www.hudexchange.info/programs/idis/electronic-data-interchange/>
- XI. The solution shall allow for the portfolio management and servicing of loans and grants
- XII. The database of the solution shall be accessible to the Cleveland GIS Enterprise database and interact with the CD's existing rehabilitation specification writing software and Lead module in the Accela System.
- XIII. The Vendor is required to provide technical support services during regular clients working hours

The city reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and the best interest of the city.

## **City Technical Environment**

Microsoft Windows 10 Desktop Operating System, latest versions of Internet Explorer, and Google Chrome browsers.

## **User Acceptance Testing and Training Requirements**

The city will perform two weeks of functional user acceptance testing. At the completion of this testing, the proposer shall correct any identified deficiencies/issues prior to final acceptance. The proposer will be required to train all users and their immediate supervisory staff on the utilization of the software.

### **3.PROPOSAL FORMAT**

All vendors should use the following order and format for preparing and presenting their response:

#### **a) Proposal Checklist**

The Proposal Checklist (Attachment "D") must be completed and returned with the Vendor's proposal package.

#### **b) Management Letter**

The Vendor must include a management letter outlining the contents of the response. Include a summary of the Vendor's prior experience with E.D. Customer Relationship and Loan Management Solution implementations, CD Grant Management Solution implementations, and with government sector clients. An authorized representative of the firm must sign the cover letter to verify the contents of the response. The letter also must incorporate the following:

- ❑ A statement of commitment and an indication of the level of involvement of the Vendor.
- ❑ A statement that the proposed solution will meet the requirements outlined in the RFP and/or a list of exceptions to the requirements in the RFP. (Note that the city reserves the right to reject any proposal containing such exceptions, or to require modifications before acceptance.)
- ❑ A statement indicating whether or not proprietary information has been included in the proposal.
- ❑ A statement that the Vendor's proposal, including proposed fixed fees for services, will remain valid for a minimum period of one hundred twenty (120) days after the proposal due date.

*(Note that the city reserves the right to request that the Vendor extend the period during which the proposal will remain valid.)*

All information contained within the response will become part of the final contract.

## **c) Executive Summary**

The Vendor will provide an Executive Summary that condenses and highlights the proposal content (i.e., proposed product, services to be provided, high-level project management objectives, etc.). The Executive Summary should contain enough information to provide any City reviewer with a broad understanding of the entire proposal.

## **d) Vendor Background**

The Vendor will provide detailed information on the company's background and experience, using the Vendor Background Information template (Attachment "E").

## **e) Vendor Client References**

Each Vendor proposing as a Primary Contractor must provide at least three references, which may be contacted concerning the Vendor's performance implementing and deploying an E.D. Customer Relationship and Loan Management Solution and a CD Grant Management Solution. Vendors should reference only clients with fully implemented projects. References should have received a product and services similar to those proposed to the City of Cleveland. The Vendor must reply to this section using the Vendor Client Reference template provided in "Attachment F" of this RFP.

## **f) Proposed Solution and Professional Services**

The Vendor's proposal must provide a comprehensive description of the proposed solution that builds on the high-level overview provided in the Executive Summary of the proposal. The Proposed Solution and Professional Services section should include, at a minimum, a detailed discussion of the Vendors:

- ☐ Understanding of the general requirements of the City of Cleveland for both the solution and the provision of professional services;
- ☐ General description of the proposed solution and specific information regarding
  - Minimum hardware, network, and operating system requirements



- Schedule of system maintenance/new releases over the past two years for the system being proposed (including a summary of new release content, the reason for product update, impact to clients, whether optional or required)
- Any planned or in-process modifications or enhancements to the system being proposed over the next 12 months, including the expected date of release
- Proposed post-implementation system support and/or available support options
- Availability of a formal users group for the product, regularly scheduled meetings to communicate with customers, e-publications or e-bulletin board
- ❑ Proposed project organization and structure, including an organization chart with areas of responsibility
- ❑ Proposed installation support services the Vendor will provide
- ❑ Proposed project management services the Vendor will provide
- ❑ Proposed high-level implementation plan, including
  - Milestones and major tasks
  - High-level schedule for completion
  - A "generic" implementation plan template in Microsoft Project
- ❑ Proposed testing strategy to verify performance and compatibility with city's environment
- ❑ Proposed training plan (technical, end-user, system administrator) with a description of course materials and reference information provided for each type of training
- ❑ The proposed plan for stakeholder communication
- ❑ Deliverables to be provided.

## **g) Proposed Project Resources and Staffing**

For this section, the Vendor must define the resources, and the type and level of service to be provided by the resources to satisfy the city's requirements concerning implementing and

deploying a Customer Relationship, Loan, and Grants Management Solution. At a minimum, the Vendor must define:

- ☐ Expertise required to complete tasks and deliverables
- ☐ Number of technical and non-technical resources (Vendor and City) that will be required to complete tasks

The proposed project staffing must include all key staff (i.e., those persons dedicated for at least 50% of their time) to be assigned to this project. The staffing plan should show all proposed individuals, including their significant areas of responsibility during the project, and percent of the time to be dedicated to the project.

Resumes of all key personnel proposed for this project must be included. The resumes should highlight each individual:

- ☐ Experience with the Vendor
- ☐ Experience with related projects
- ☐ Experience with projects similar in size and scope to this project
- ☐ Experience with public sector projects

Description of experience must include specific responsibilities and a number of years.

If project management responsibilities are assigned to more than one individual during the project, resumes must be provided for each person.

Each project referenced in a resume should include the customer name, customer reference (including current telephone number) and dates/duration of the project, as well as a very brief project description.

The city reserves the right to approve or reject any changes to the Vendor's Project Manager or other key personnel after the contract award. The city also reserves the right to require personnel changes, with reasonable notice to the Vendor, following contract award if the city determines that such changes are in the best interests of the project.

## **h) Response to Functional and Technical Requirements**

The Vendor must provide a response to each system requirement detailed in the Functional and Technical Requirements table (**Attachment "G"**) by placing an "X" in the appropriate response box.

**A RESPONSE MUST BE PROVIDED FOR EACH REQUIREMENT OR AN ASSUMPTION WILL BE MADE THAT THE VENDOR CANNOT ACCOMPLISH THE REQUIREMENT.**

**i) Vendor Relationships and Agreements**

Provide a list of Vendor relationships and agreements with other Vendors with respect to this project.

**j) Fee Proposal Format**

The Vendor will provide a detailed fee proposal using the Vendor Fee Proposal Schedules template provided in **Attachment "H"** of this RFP. Items in the fee proposal should cover all cost components of the Vendor's proposed solution and represent the total cost of the solution and professional services to implement and deploy a system that meets the City of Cleveland's stated requirements.

If the primary Contractor (Vendor) uses third party firms as part of the project, the cost of these firms must be included as part of the Primary Vendor's fee proposal. The Primary Vendor will be responsible for payment and other agreements made with any third party Vendor or Vendors.

The fee proposal is to be submitted under separate packaging. Failure of the Vendor to meet the requirements for submission of the fee proposal may result in disqualification of the proposal in its entirety.

#### **4.GENERAL VENDOR REQUIREMENTS**

To obtain the best possible solution and services, the city does not wish to dictate a proposed solution's specifics. Instead, the city encourages Vendors to be creative in proposing a solution that will best meet the city's stated requirements and advance the project.

##### **Project Communication**

The selected Vendor will be expected to provide the city with performance reports commencing after the first two weeks of contract performance. These reports will contain, at a minimum:

- ❑ Planned versus actual accomplishments for the reporting period and an explanation for any variances between them;
- ❑ Information regarding open issues/questions, identification of the person(s) to whom these are assigned, and a target resolution date; and
- ❑ Potential problems, delays, or adverse conditions and suggested mitigation include identifying any assistance required by the Vendor from the city or other parties.

Performance reports must be submitted via email at the end of each complete reporting period (to be determined by the city) to the City's Project Manager.

The Vendor will be expected to attend meetings and/or teleconferences with project representatives, as reasonably requested by the city. The Vendor will be responsible for providing the City's Project Manager with meeting minutes within two (2) business days of such meeting and/or teleconference, which should describe action items, decisions made, and outstanding issues, concerns, or questions concerning performance raised by the City and/or the Vendor.

##### **Commitment to Best Practices**

The Vendor must articulate how emerging and/or future trends and technologies relating to the project will fit the proposed project plan. The Vendor will relate how it keeps current with emerging trends and provides best practices information to the city concerning this project.

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## **Contract Compliance Forms**

Respondents must review, complete, sign, and submit all of the City of Cleveland Contract Compliance Forms listed in the section titled "Attachment "C". These forms can be found under the "Forms" link in the Vendor Services section of the city's website.

One original signed copy of the responses to "Contract Compliance Forms" must be provided with the original signed proposal. Vendors are not required to provide additional copies of the forms with additional copies of their proposals.

## **Additional Information**

The proposal may also include any additional information that may be helpful and relevant.

## **5.PROPOSAL EVALUATION AND SELECTION**

### **Basis for Award**

Proposals received in response to this request will be reviewed and evaluated by a team. The final selection will be based on the evaluation team's assessment of the respondents per the following evaluation criteria:

- I. Quality, thoroughness, and clarity of the proposal
- II. How well the submitted package meets the city's needs
- III. Qualifications, capabilities, and experience of the firm and staff
- IV. Vendor references
- V. Advantages and disadvantages to the city which could result from the proposal.
- VI. Implementation strategy, project management, and commitment to a successful project
- VII. Equal opportunity, MBE/FBE factor
- VIII. Price.

### **Round 1 – Procedural Compliance/Documentation Quality Assurance/Technical, Security and Functional Requirements Review-**

The purpose of this phase of the evaluation is to verify that the Vendor has complied with the following stipulations and acceptance criteria:

- The Vendor adhered to the city's established process for communication with the city.
- The Vendor submitted a proposal to the city on or before the submission deadline.
- The cover of the Vendor's submission package contains the appropriate content designation, and all requested components of the submission package are included.
- The Vendor has completed and submitted the Proposal Checklist  
(City will verify all documentation supplied by the Vendor, including all forms).
- Review of Vendor's responses to the Technical and Functional Requirements matrix. "Attachment G"
- Vendors screened or disqualified out at this stage will be notified

Proposals that meet the acceptance criteria may progress to the next step in the evaluation process- Round 2-**Proposal Evaluation and Scoring**. Failure by the Vendor to comply with the instructions provided or to submit a complete proposal may render a proposal not qualified for the award, except that the city reserves the right to waive minor irregularities. The city may also, solely at its discretion, choose to notify a vendor of deficiencies in its response to the RFP and allow for remediation of such deficiencies.

## **Round 2 - Proposal Evaluation and Scoring-Minimum Score -75%**

The 2<sup>nd</sup> Round of evaluation, which is the proposal Evaluation and Scoring, will be based on the following criteria:

- Vendor Profile/Qualifications Information
- Scope and Quality of Response, Proposed Services, and Solution
- Functional and Technical Requirements Review
- Training and Support Services

## **Round 3- Vendor Product Demonstration and Oral Interview –Minimum Score 75%**

Qualified vendors from Round 2 may be invited to conduct a product demonstration for the City of Cleveland. Demonstrations, not to exceed two hours, will be scheduled by the PMO with each of the finalists within one week of selection. Detailed instructions on the demonstration requirements and the content will be provided at that time.

**Fee Evaluation:** The review of the vendors' fee proposals will be based on the following criteria:

- Completeness of response
- Consistency of proposed costs with the Vendor's proposed scope of services
- Overall realism and reasonableness of proposed costs.

## **6.AGREEMENT PROCESS**

The Vendor whose proposal is found to be the "Most Advantageous" will be selected and offered the opportunity to enter into an agreement with the city. The scope, terms, and conditions of that agreement shall be in conformance with the terms, conditions, and specifications described in this RFP, and the proposal submitted by the Vendor shall become part of the agreement with the city.

The selected Vendor must be prepared to begin contract negotiations immediately upon notification of selection. If the Vendor is not able to begin contract negotiations, the city may disqualify the Vendor. The city reserves the right to negotiate the contract to include any portion or portions of the proposal.

The city shall not be responsible for any Vendor costs incurred in relation to the preparation of the the proposal, travel to any meetings, or any other Vendor costs associated with proposal preparation.

The City of Cleveland's Law Department will prepare the contract. Vendor responses must identify a designated Contact Person authorized to negotiate the final terms and conditions with the Law Department. It should be noted that the Law Department uses the City of Cleveland prepared contract forms and not standard Vendor contract forms.



## **7.TERMS AND CONDITIONS**

The following terms and conditions, substantially in the form contained herein, shall be included in the agreement between the city and the successful respondent. Please carefully review these terms and conditions. No specific response to this section is required.

### **Term**

The term of this agreement shall begin on the effective date of this agreement and, unless sooner canceled in accordance with the terms of the agreement, shall terminate upon completion of and approval by the city of all work to be performed.

### **Cancellation**

The city may cancel this agreement at any time upon written notice to the Consultant.

### **Independent Contractor**

The consultant and the city agree that the Consultant is an independent contractor and not an employee of the city and further agrees that the Consultant shall be considered as such for all purposes as such Consultants shall retain sole financial responsibility for all taxes due to federal, state or local governments or agencies on account of themselves, their employees, representatives or agents.

### **Equal Opportunity, MBE/FBE**

The Consultant shall comply with all terms, conditions, and requirements imposed on a "Contractor" in the *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances (Attachment F) and shall make the Clause part of every subcontractor agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation;

selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of Contractors setting forth the provisions of this nondiscrimination clause.

A copy of this Clause shall be made a part of every subcontractor agreement entered into for goods or services, and shall be binding on all persons, firms, and corporations with whom the Contractor may deal.

Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection, and advancement processes. The forms can be found at [City of Cleveland OEO Forms](#)

## **Cleveland Area Business Code**

During the performance of this contract, Consultant shall comply with any and all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 and 187a. of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. There is no subcontractor participation goal for this contract.

## **Subcontracts and Assignments**

Consultant shall not subcontract, nor shall any subcontractor commence performance of any part of the work or services included in this agreement without the prior written consent of the city. Subcontracting, if permitted, shall not relieve the Consultant of any of its obligations under this agreement.

The consultant shall be and remain solely responsible to the city for the acts or faults of any such subcontractor and such subcontractor's officers, agents, and employees. Each of them shall, for this purpose, be deemed to be an agent or employee of Consultant to the extent of its subcontract. Consultant and any subcontractor shall jointly and severally agree that the City of Cleveland is not obligated to pay or to be liable for the payment of any sums due to any subcontractor.

### **Assignment**

Consultant shall not assign any interest in this agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of the city.

### **Confidentiality**

In rendering the Services to be performed pursuant to this Agreement, Consultant agrees to treat and maintain confidential information and data as the city's confidential property and from the date hereof and agrees not to divulge it to any third party at any time or use it for Consultant's personal benefit or otherwise, except as such use or disclosure may be required in connection with the performance of the Services or maybe consented to, in writing by the city.

### **Compliance with Laws and Policies**

This agreement is subject to, and Consultant shall comply with, all statutes, ordinances, regulations, and rules of the Federal government, the State of Ohio, the County of Cuyahoga, and the City of Cleveland.

### **Indemnification and Insurance**

Consultant shall indemnify and hold harmless the city and its respective officers, agents, and employees from and against all losses, damages, expenses, suits or claims, liabilities, and costs, including reasonable attorney's fees, that may be based upon any negligent error or omission by Consultant or any injury to persons or property arising out of an error, omission or negligent act of Consultant or its sub-consultant. Consultant shall, at its own expense, defend the city in all litigation, pay all attorney's fees, damages, court costs, and other expenses arising out of such litigation or claims incurred in connection therewith and shall, at its own expense, pay all claims and related expenses and satisfy and cause to be discharged such judgments as may be obtained against the city, or any of its officers, agents or employees, arising out of such litigation. Such indemnification shall survive the termination of this agreement.

### **State Industrial Compensation**

Consultant shall be required at all times during the term of this agreement, if required by law, to subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save the city harmless from any and all liability from or

under said act. Consultant shall also furnish, if applicable, upon the request of the city, a copy of the official certificate or receipt showing the payments referred to herein.

### **Social Security Act**

Consultant shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials and said Consultant also agrees to indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability therefore.

### **Interest of Consultant**

Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. Consultant further covenants that no person having any such interest shall be employed in the performance of this agreement.

### **Defaults and Remedies**

- A. Consultant shall be in default of this agreement upon the happening of any of the following events:
1. Consultant fails to observe or perform any of the covenants or agreements to be observed or performed by it hereunder, and such failure continues for a period of five (5) days after written notice thereof is given to the Consultant by the city.
  2. The filing, execution, or occurrence of: (i) a petition or other proceeding by, or a finding against, Consultant for its dissolution, reorganization or liquidation; (ii) a petition in bankruptcy by Consultant; (iii) an adjudication of Consultant as bankrupt or insolvent; (iv) an assignment or petition for the assignment for the benefit of creditors.

3. Consultant abandons or discontinues its operations for the city except when such abandonment or discontinuance is caused by fire, earthquake, war, strike, or other calamities beyond its control.
- B. Upon the happening of any one or more of the events as set forth in Paragraph A of this Article, or upon any other default or breach of this agreement, the Finance Director may, at her option, exercise concurrently or successively any one or more of the following rights and remedies:
1. Enjoin any breach or threatened breach by Consultant of any covenants, agreements, terms, provisions, or conditions hereof.
  2. Sue for the performance of any obligation, promise, or agreement devolving upon Consultant for performance or for damages for the nonperformance thereof, all without terminating this agreement.
  3. Terminate this Agreement.
- C. All rights and remedies granted to the city herein and any other rights and remedies that the city may have at law and in equity are hereby declared to be cumulative and not exclusive and the fact that the city may have exercised any remedy without terminating this agreement shall not impair the city's rights thereafter to terminate or to exercise any other remedy herein granted or to which it may be otherwise entitled.

## 8.EQUAL OPPORTUNITY REQUIREMENTS

During the performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFQ by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractors:

- Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in the performance of the agreement;
- Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;
- Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and
- Attendance at and participation in all required project meetings, including OEO compliance meetings and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g., 25% completion, 50% completion, 75% completion).
- **Failure to Comply.** When determining the Contractor's future eligibility for a City contract, the city shall consider a contractor's failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.

- Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland-area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.
  - a. The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business ("CSB") subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFQ.
  - b. To document its good-faith effort to utilize certified MBE, FBE, and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and Schedules*. These schedules identify the Proposer's proposed use of MBE, FBE, and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal, and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs, and FBEs by checking the city's website at [www.city.cleveland.oh.us](http://www.city.cleveland.oh.us). Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The city assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.

The City Office of Equal Opportunity will monitor the participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful

proposer, as the Contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the *OEO Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

The successful proposer, as the Contractor, will be required to comply with all terms, conditions, and requirements imposed on a "contractor" in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontractor agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

- a) Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection, and advancement processes.



**9.CONSTRUCTION OF AGREEMENT:**

- A. The validity, interpretation, construction, and performance of this agreement shall be in accordance with the laws of the State of Ohio.
- B. This agreement and the agreement between the City of Cleveland sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings, oral or written, of any nature whatsoever between the parties regarding the subject matter hereof. The waiver of any breach of any term of this agreement does not waive any subsequent breach of that or any other term of this agreement.
- C. No modifications or amendments to this agreement will be valid unless in writing and signed by each of the parties hereto.
- D. All terms and words used in this agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine or neuter, as the context or sense of this agreement or any paragraph or clause herein may require, the same as if such words have been fully and properly written in the number and gender.
- E. The consultant agrees that no representation or warranties of any type shall be binding upon the city unless expressly authorized in writing herein.
- F. The headings of sections and paragraphs to the extent used herein are used for reference only and in no way define, limit or describe the scope or intent of any provisions hereof.
- G. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed original, but such counterparts together shall constitute one and the same instrument.

H. The following documents attached hereto are hereby incorporated with and made a part of this agreement:

1. Attachment "A", Equal Opportunity Clause.
2. Attachment "B", Definitions.
3. Attachment "C", Forms.
4. Attachment "D", Proposal Checklist.

## **10. ATTACHMENTS**

### **Attachment "A" Equal Opportunity Clause**

#### **EQUAL OPPORTUNITY CLAUSE**

**(Section 187.22(b) C.O.)**

Each contract also shall contain the following equal opportunity clause:

"During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the Contractor setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that the Contractor is an equal opportunity employer.
- (3) The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contracts, or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and

applicants for employment.

- (4) It is the city's policy that local businesses, minority-owned businesses, and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the city subject to the applicable provisions of the Cleveland Area Business Code.
- (5) The Contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code and the Regulations. All such materials provided to the Director or designee by the Contractor shall be considered confidential.
- (6) The Contractor will not obstruct or hinder the Director or designee in fulfilling the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The Contractor agrees that each subcontract will include this Equal Opportunity Clause, and the Contractor will notify each subcontractor, material supplier, and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The Contractor shall take any appropriate action concerning any subcontractor as a means of enforcing the provisions of the Code."

**Attachment "B" Definitions per A-87:**

1. "Approval or authorization of the awarding or cognizant Federal agency" means documentation evidencing consent prior to incurring a specific cost. If such costs are specifically identified in a Federal award document, the document's approval constitutes approval of the costs. If the costs are covered by a State/local-wide cost allocation plan or an indirect cost proposal, the plan's approval constitutes the approval.
2. "Award" means grants, cost-reimbursement contracts, and other agreements between a State, local and Indian tribal government and the Federal Government.
3. "Awarding agency" means (a) with respect to a grant, cooperative agreement, or cost-reimbursement contract, the Federal agency, and (b) with respect to a sub-award, the party that awarded the sub-award.
4. "Central service cost allocation plan" means the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a governmental unit on a centralized basis to its departments and agencies. The costs of these services may be allocated or billed to users.
5. "Claim" means a written demand or written assertion by the governmental unit or grantor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of award terms, or other relief arising under or relating to the award. A voucher, invoice, or other routine requests for payment that is not a dispute when submitted is not a claim. Appeals, such as those filed by a governmental unit in response to questioned audit costs, are not considered claims until the Federal awarding agency makes a final management decision.

6. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under this Circular on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies.
7. "Common Rule" means the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Final Rule" originally issued at 53 FR 8034-8103 (March 11, 1988). Other common rules will be referred to by their specific titles.
8. "Contract" means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to): awards and notices of awards, job orders or task orders issued under basic ordering agreements, letter contracts, purchase orders, under which the contract becomes effective by written acceptance or performance, and, bilateral contract modifications.
9. "Cost" means an amount as determined on cash, accrual, or other bases acceptable to the Federal awarding or cognizant agency.
10. "Governmental unit" means the entire state, local, or federally-recognized Indian tribal government, including any component thereof.
11. "Grantee department or agency" means the component of a State, local, or federally-recognized Indian tribal government that is responsible for the performance or administration of all or some part of a Federal award.
12. "Indirect cost rate proposal" means the documentation prepared by a governmental unit or component thereof to substantiate its request for the establishment of an indirect cost rate as described in Attachment E of the OMB Circular A-87. Indirect costs are those: (a) incurred for a common or joint purpose benefiting more than one cost objective, and (b) not readily

assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. The term "indirect costs," as used herein, applies to costs of this type originating in the grantee department, as well as those incurred by other departments in supplying goods, services, and facilities. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish several pools of indirect costs within a governmental unit department or in other agencies providing services to a governmental unit department. Indirect cost pools should be distributed to benefited cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

13. "Local government" means a county, municipality, city, town, township, local public authority, school district, special district, intrastate district, the council of governments (whether or not incorporated as a non-profit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government.
14. "Public assistance cost allocation plan" means a narrative description of the procedures that will be used in identifying, measuring, and allocating all administrative costs to all of the programs administered or supervised by State public assistance agencies as described in Attachment D of this Circular.
15. "State" means any of the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a State exclusive of local governments.

**Attachment "C", Forms**

- Office of Equal Opportunity
  - Schedule 1: Project Contact Information Form
  - Schedule 2: Schedule of Subcontractor Participation
  - Schedule 3: Statement of Intent to Perform as a Subcontract
  - Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/  
Impracticality Certification
- Federal Form W-9 including Taxpayer Identification Number;
- Non-Competitive Bid Contract Statement
- Northern Ireland Fair Labor Practices Affidavit
- [City of Cleveland OEO Forms](#)



### Attachment "D" Proposal Checklist

Include this proposal checklist with your submission to ensure that you have completed all required portions of the proposal. Incomplete submissions may be disqualified.

<b>PROPOSAL CHECKLIST</b> <b>(Complete and Include with Proposal Submission)</b>		
Item Description	Form	Included? (Y/N)
Management Letter	N/A	
Vendor Background Information	See Attachment E	
Vendor Client Reference Form	See attachment F	
Solution and Professional Services Description	N/A	
Staffing Plan (Include Resumes)	N/A	
Functional and Technical Requirements	See Attachment G	
Vendor Fee Summary	See Attachment H	
Schedule 1 Project Contact Information Form	See Attachment C – OEO Form	
Schedule 2 Schedule of Subcontractor Participation	See Attachment C – OEO Form	
Schedule 3 Statement of Intent to Perform as a Subcontractor	See Attachment C – OEO Form	
Schedule 4 CSB/MBE/FBE Subcontractor Unavailability/ Impracticality Certification	See Attachment C – OEO Form	
Northern Ireland Fair Employment Practices Disclosure	See Attachment C	
Non-Competitive Bid Contract Statement for 2020	See Attachment C	
W-9 Request for Federal Taxpayer Identification	See Attachment C	
Completed Proposal Checklist	Attachment D (This Form)	

## Attachment "E" – Vendor Background Information

Information Requested		Vendor Response, Comments or Explanation
<b>OVERVIEW</b>		
1	Vendor Name	
2	Address	
3	Telephone Number	
4	Contact Person	
5	Email Address	
6	Parent Company (If Applicable)	
7	Address	
8	Telephone Number	
9	Provide information about any local branch offices or support centers that might serve an account in Cleveland, OH, including the number of employee and type of services provided	
10	Provide the name of each principal	
11	Provide the year the company was established and any former firm names	
13	Provide the type of company (public or private)	
14	Provide the financial statements and annual report for the past three years	
15	Provide the state and type of incorporation	
16	Provide the number of years the company has engaged in Project type system implementation	
17	Provide information on related services offered by the company	
<b>PERSONNEL</b>		
18	Provide the total number of FTEs in the company	
19	Provide the total number of FTEs that engage in Customer Support	
20	Provide the total number of FTEs that engage in Project Management	

Information Requested		Vendor Response, Comments or Explanation
21	Provide the total number of FTEs that engage in System Implementation and Rollout	
22	Provide average years of experience of professional staff	
23	Estimated number of resources that would be dedicated to the city for the duration of the project	
24	Number of projects currently being undertaken by the company	
<b>IMPLEMENTATION HISTORY</b>		
25	Number of year experience the company has in system implementation	
26	Number of Public Sector/Municipal clients (specify clients)	
27	Number of clients in the Greater Cleveland area (specify clients)	
28	Number of clients currently using system proposed for the City	
29	Implementation projects the Vendor has completed successfully within the past five years (include duration, completion date and accuracy of cost estimate for each)	
30	Public Sector Project implementation projects the Vendor has completed successfully within the past five years (include duration, completion date and accuracy of cost estimate for each)	
31	Project implementation projects the Vendor has undertaken, but not completed within the past five years (include reason project was not completed)	
<b>PENDING LITIGATION</b>		
32	The number of Pending Litigations that the company has had in the past five years. Please attach a separate document with the details of each situation (client name, date, and description/cause)	
33	The number of situations where the company has been subject to Liquidated Damages in the past five years. Please attach a separate document with the details of each situation (client name, imposed amount and date, collected amount and date, description/cause)	

## Attachment "F" – Vendor Client References

<b><u>VENDOR CLIENT REFERENCE #1</u></b>		
<b>Information Requested</b>	<b>Vendor Response, Comments or Explanation</b>	
Proposing Vendor Name		
Reference Company/Organization Name		
Reference Address		
Reference Contact Name		
Contact's Position		
Contact's Telephone Number		
Type of Company/Organization (Industry)		
Number of Employees		
Professional Services Performed		
Sub-contractors used		
Identify any Vendor Staff that worked on this reference company's project that are proposed for the project		
Original Cost Estimates		
Actual Final Costs		
Comments		

## Attachment "G" – Functional and Technical Requirements

The City of Cleveland's functional and technical requirements for the project are listed in this form. The Vendor must respond to each of the requirements by placing an "X" in the column of the appropriate response (see table below for response code definitions). For any requirement without a response, the city will assume the Vendor cannot provide the functionality.

Response Code	Definition
<b>Y – Yes</b>	<b>Requirement can be implemented "out of the box" without customizations or modifications to the existing application</b>
<b>N – No</b>	<b>Requirement will not be implemented</b>
<b>Cu – Customization</b>	<b>Requirement can be met by changing the existing solution or through the use of solution tools (NOTE: In Comments column, describe the customization and the estimated level of complexity – High, Medium, or Low)</b>
<b>F – Future</b>	<b>Requirement will be met by packaged solution currently under development, in Beta test, or not yet released (NOTE: In Comments column, indicate expected release date and any anticipated additional cost)</b>
<b>3 – 3<sup>rd</sup> party</b>	<b>Requirement will be met by 3<sup>rd</sup> party solution package that is included in this proposal (NOTE: In Comments column, indicate the name of proposed 3<sup>rd</sup> party solution package and proposed interface/integration services)</b>
<b>Co – Configuration</b>	<b>Requirement can be met through changes to the setting of tables, switches, and rules without modification to source code (NOTE: In Comments, describe any changes to "out of box" workflow functionality)</b>

#	FUNCTIONAL REQUIREMENTS	Response to Requirement						Comments
		Y	N	Cu	F	3	Co	
1.	Allow several administrator accounts with the ability to make configuration changes at any time.							
2.	Allow users to manage the life cycle of the proposals and applications. Including but not to limited to: <ul style="list-style-type: none"> <li>• Proposal/application intake and award</li> <li>• Proposal/application eligible review</li> <li>• Contract certification process</li> <li>• Payment intake, and review process</li> </ul>							
3.	Integration of existing web application functions for contract draft, Payment package draft tool							
4.	Allow Compliance Officers to do necessary Compliance review along with the life cycle of the proposal and project. Including but not limited to: <ul style="list-style-type: none"> <li>• Review request</li> <li>• Compliance Review</li> </ul>							
5.	Ability to allow staff to generate web-based applications for various loan/grant programs. Including but not limited to: <ul style="list-style-type: none"> <li>• Economic Development Projects</li> <li>• Small Business Activities</li> <li>• Public Service Activities</li> <li>• Community Development Activity</li> <li>• Small-Scale Housing Rehabilitation</li> <li>• Housing maintenance activity</li> <li>• Small-Scale Housing New Construction</li> <li>• Large-Scale Housing Development</li> <li>• Land Bank Application</li> <li>• Council program activity (NDA/CASINO)</li> </ul>							
6.	Ability to allow clients to complete web-based applications for various loan/grant programs and track their status.							
7.	Ability to allow staff to complete web-based application reviews for various loan/grant programs.							
8.	Initial training for all users so that creation of training materials to be used as a reference and for the training of new personnel.							
9.	Ability to upload supporting documents online							

10.	Internal dashboard to allow users to track status and project timelines.						
11.	Ability to create hard copy/email job reporting forms and any additional letters/reports to send to clients.						
12.	Create customized form letters (e.g., contracts) by merging case data with document templates						
13.	Create customized draft contracts from data contained in the application and staff						
14.	Create customized emails by merging case data with email templates						
15.	Provide contractors with the ability to submit construction bids online, request and manage change orders						
16.	Provide contractors/sub grantees with the ability to submit draw requests, including the ability to upload required supporting documents (receipts, timesheets) and track the status						
17.	Allow internal and external reviewers to score applications/sub grantees proposals based on an established scoring criteria						
18.	The staff can transfer the program's applicant information to CD's Respec software (Desktop software or SaaS, if we move to a new version). Including but not limited to: <ul style="list-style-type: none"> <li>• Rehabilitation project</li> </ul>						
19.	Ability to allow the City's Enterprise GIS database to access the database. Including but not limited to: <ul style="list-style-type: none"> <li>• Land Bank application and inventory</li> <li>• Home maintenance project</li> <li>• Housing rehab and new development</li> </ul>						
20.	Ability to provide owner name, parcel number, and address information from the Cuyahoga County Parcel data-available in Cleveland Enterprise GIS database						
21.	Ability Cuyahoga County Land Bank or other partners to upload the pre land bank lot list for Land Bank user to review and response						
	<b><u>Reporting:</u></b> The solution must allow reporting that includes:						
22.	Analytical capabilities to provide leadership with quantitative data related to internal/external output.						

23.	Ability to create customized reporting on data						
24.	Allow vendors to complete monthly/quarterly accomplishment reports, including all standard HUD accomplishment data at the unit level (Households, Housing Units, Public Improvements, and Small Businesses)						
25.	Ability to generate reports that cover: <ul style="list-style-type: none"> <li>• Various time periods for loan activity</li> <li>• All cash and non-cash entries and adjustments at a portfolio and individual loan level.</li> <li>• Loan payoff statements</li> <li>• Outstanding loan payments due</li> </ul>						
26.	Ability to generate 1098 Interest Paid letters/statements.						
27.	Ability to look-up project and accomplishment unit (households, housing units, public improvements, and small businesses) locations based on census tract, ward, etc. (Geocode) Or data connection to City Cleveland Enterprise GIS to display accomplishment locations						
28.	Allow for project progress monitoring with customizes forms and checklists						
	<b><u>Data Migration:</u></b> The solution must be able to:						
29.	Scrub and import last five years of legacy data for projects and all active loans from Portfol (current Microsoft Access Database), including: <ul style="list-style-type: none"> <li>• loan balances</li> <li>• drawdown history</li> <li>• history of loan repayments (principal, interest, late fees, and any partial forgiveness)</li> <li>• amortization phases</li> <li>• invoicing data</li> <li>• contacts, mailing addresses</li> <li>• project site address</li> </ul>						



<b>30.</b>	<p>Import all open records and any closed records from the past last five years of legacy data from CD's Contract Management Databases (current Microsoft Access Database), including but not limited to:</p> <ul style="list-style-type: none"> <li>• Project, Application</li> <li>• Contract &amp; Contract Amendment details</li> <li>• Compliance details</li> <li>• Payment details</li> <li>• References to any associated documentation</li> <li>• Event and Comment</li> </ul>						
<b>31.</b>	<p>Import all currently open activities and any closed activities from the past five years of legacy data from the U.S. Department of Housing and Urban Development's (HUD) Integrated Disbursement and Information System (IDIS).</p>						
<b>32.</b>	<p>Facilitate and implement Electronic Data Interchange (EDI) with the U.S. Department of Housing and Urban Development's (HUD) Integrated Disbursement and Information System (IDIS).  <a href="https://www.hudexchange.info/programs/idis/electronic-data-interchange/">https://www.hudexchange.info/programs/idis/electronic-data-interchange/</a></p>						
<b>33.</b>	<p>Migrate all data from Planning Department MySQL Land Bank database including but not to limited to</p> <ul style="list-style-type: none"> <li>• Planning Department Review Cases</li> <li>• Cleveland Council Review Cases</li> <li>• Attachment</li> </ul>						
<b>34.</b>	<p>Migrate all data from CD's web tool MySQL database in 3<sup>rd</sup> party hosting company, including not to limited to:</p> <ul style="list-style-type: none"> <li>• Contract</li> <li>• Compline Review</li> <li>• Compliance Accomplishment</li> <li>• Attachments</li> <li>• CARES Act Accomplishment</li> </ul>						

## **Attachment H" -Vendor Fee Proposal**

### **FEE PROPOSAL SCHEDULE**

In the following fee proposal schedules, the Vendor is required to provide costs for the necessary solution. The Vendor's proposed licensing costs must include enterprise, per seat, per, and/or per server (socket) licensing options. The Vendor's proposed solution maintenance and support costs must consist of the following:

- 24x7 Toll-Free telephone technical support for help or error reporting or error corrections.
- Supplemental, standard, or product release will be provided to the city at no cost under the support agreement. The Vendor is required to specify in detail the responsibility of installation for these releases and any other third party solution installation the Vendor provides. The supplemental release is defined as a minor release of the Vendor's solution that contains primarily error corrections to an existing standard release and may contain limited improvements that do not affect the overall structure of the Vendor's software.
  - A supplemental release is defined as a minor release of the Vendor's solution that contains primarily error corrections to an existing standard release and may contain limited improvements that do not affect the Vendor's software's overall structure.
  - A standard release is defined as a major release of the Vendor's solution that contains product enhancements and improvements.
  - A product release is defined as a major release of the Vendor's solution considered to be the next generation of an existing product or a new product offering.

Please indicate the types of pricing/installation models offered by your organization by placing an 'X' under the available column. If a model is not offered, please indicate this by placing an 'X' under the not offered column.

Deployment Models	Available	Not Offered
Software as a Service Model (SaaS)		
Perpetual License (On-premise, Client-Server)		
Other (please specify)		

VENDOR FEES PER TASK				
Professional Services Tasks	Direct Labor Hours	Direct Labor Multiplier	Direct Labor Total	Comments
Project Management				
Subtotal				
System Design/ Configuration/ Installation/ Testing				
	-	\$-	\$-	
	-	\$-	\$-	
	-	\$-	\$-	
Subtotal	-		\$-	

VENDOR FEES PER TASK				
Professional Services Tasks	Direct Labor Hours	Direct Labor Multiplier	Direct Labor Total	Comments
Training				
	-	\$-	\$-	
	-	\$-	\$-	
	-	\$-	\$-	
Subtotal	-		\$-	
GRAND TOTAL				

# UNIT PRICE SCHEDULE

Item Number	Item	Quantity	Unit Price	Total Cost	Comments
1	Application Software – Perpetual License				
	Item 1		\$	\$	
	Item 2		\$	\$	
	Item 3		\$	\$	
			<i>Subtotal</i>	\$	
2	Annual Subscription (SaaS)				
	Item 1		\$	\$	
	Item 2		\$	\$	
	Item 3		\$	\$	
			<i>Subtotal</i>	\$	
3	Annual Maintenance				
	Item 1		\$	\$	
	Item 2		\$	\$	
	Item 3		\$	\$	
			<i>Subtotal</i>	\$	
4	Other Licenses and Services (if applicable) (E.g., report customizations, Analytics, etc.)				
	Item 1		\$	\$	
	Item 2		\$	\$	
			<i>Subtotal</i>	\$	
		Grand Total		\$	



**CD's**

**Contract Administration Section**

## Compliance Section

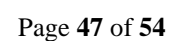


Figure 1 Division of Administrative Service Proposal and Contract Certification Process

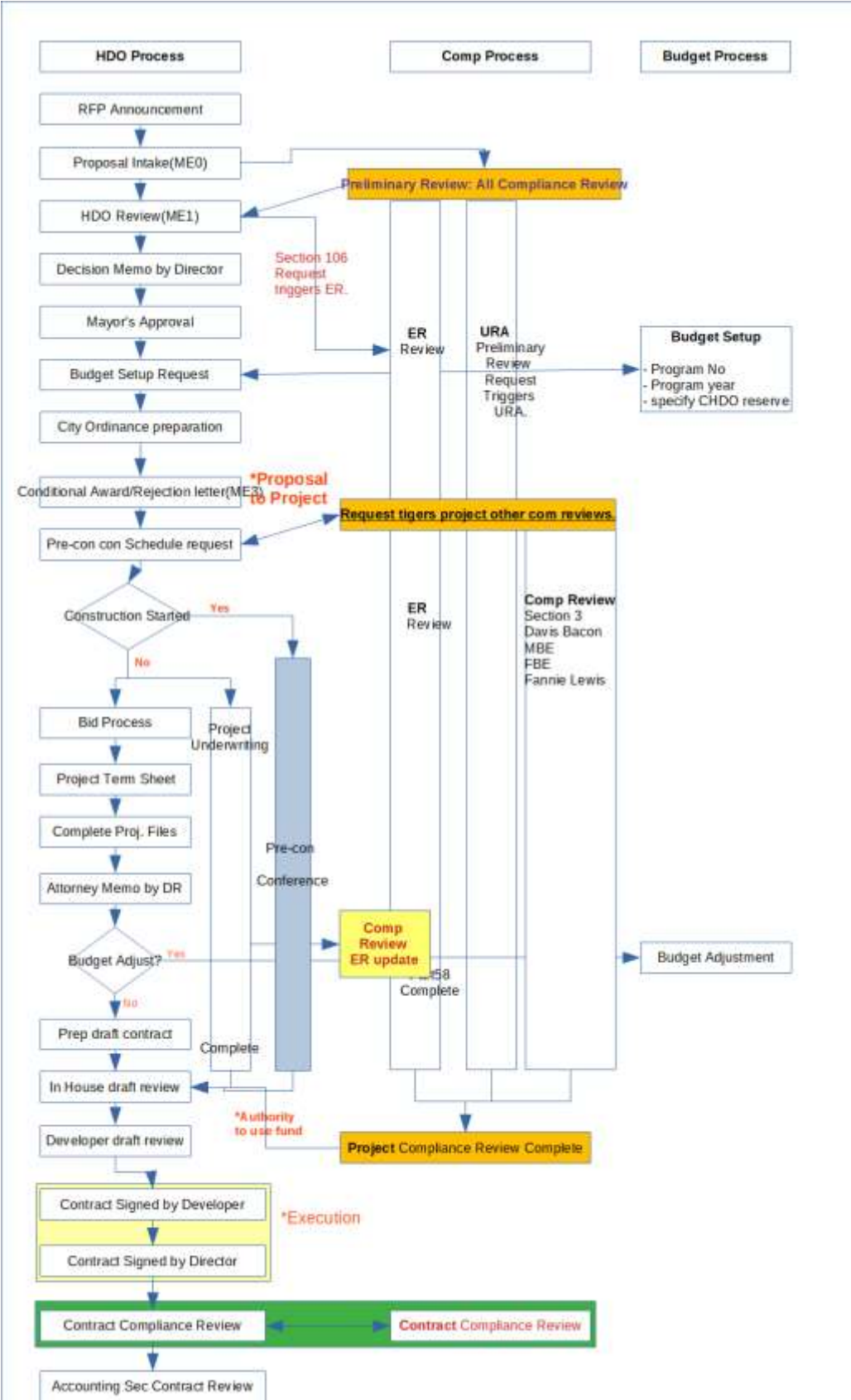


Figure 2 Housing Development Workflow (1/2)



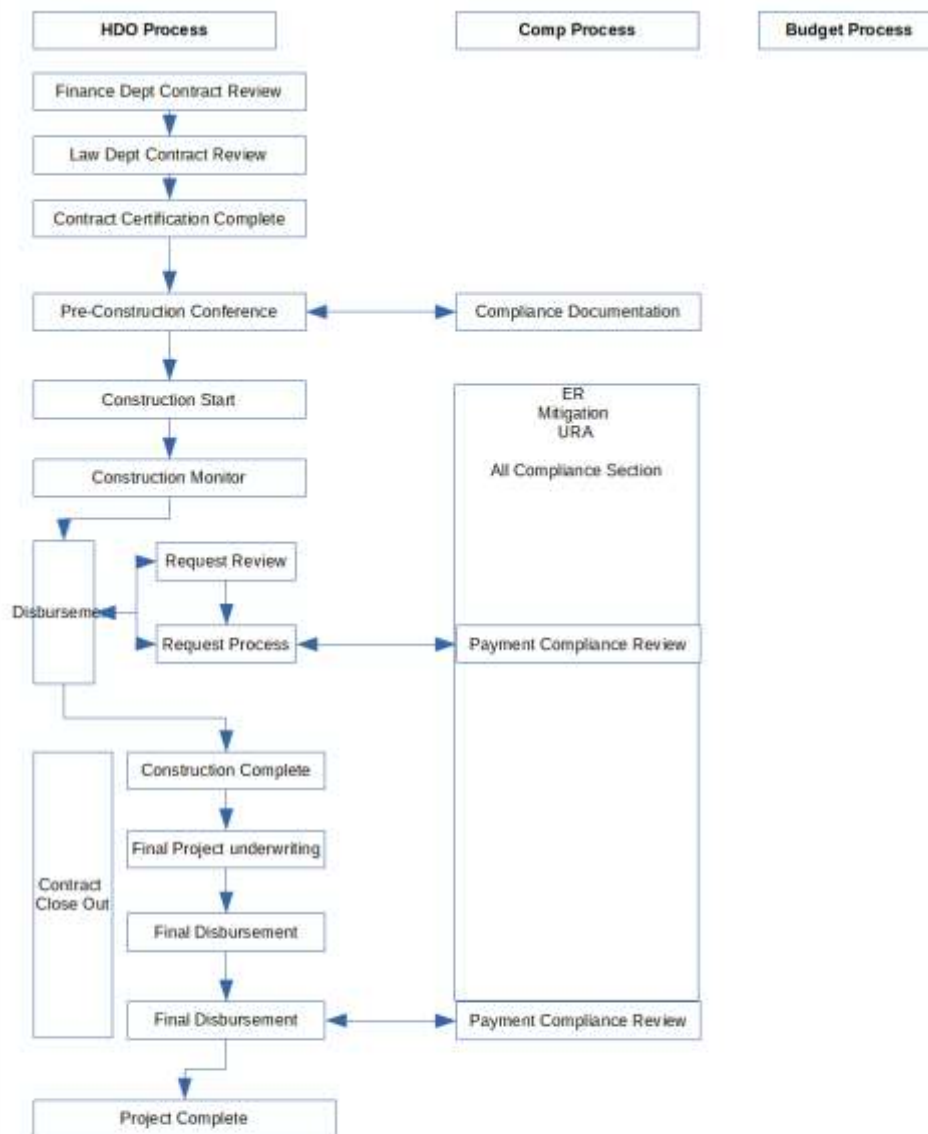


Figure 3 Housing Development Workflow (2/2)

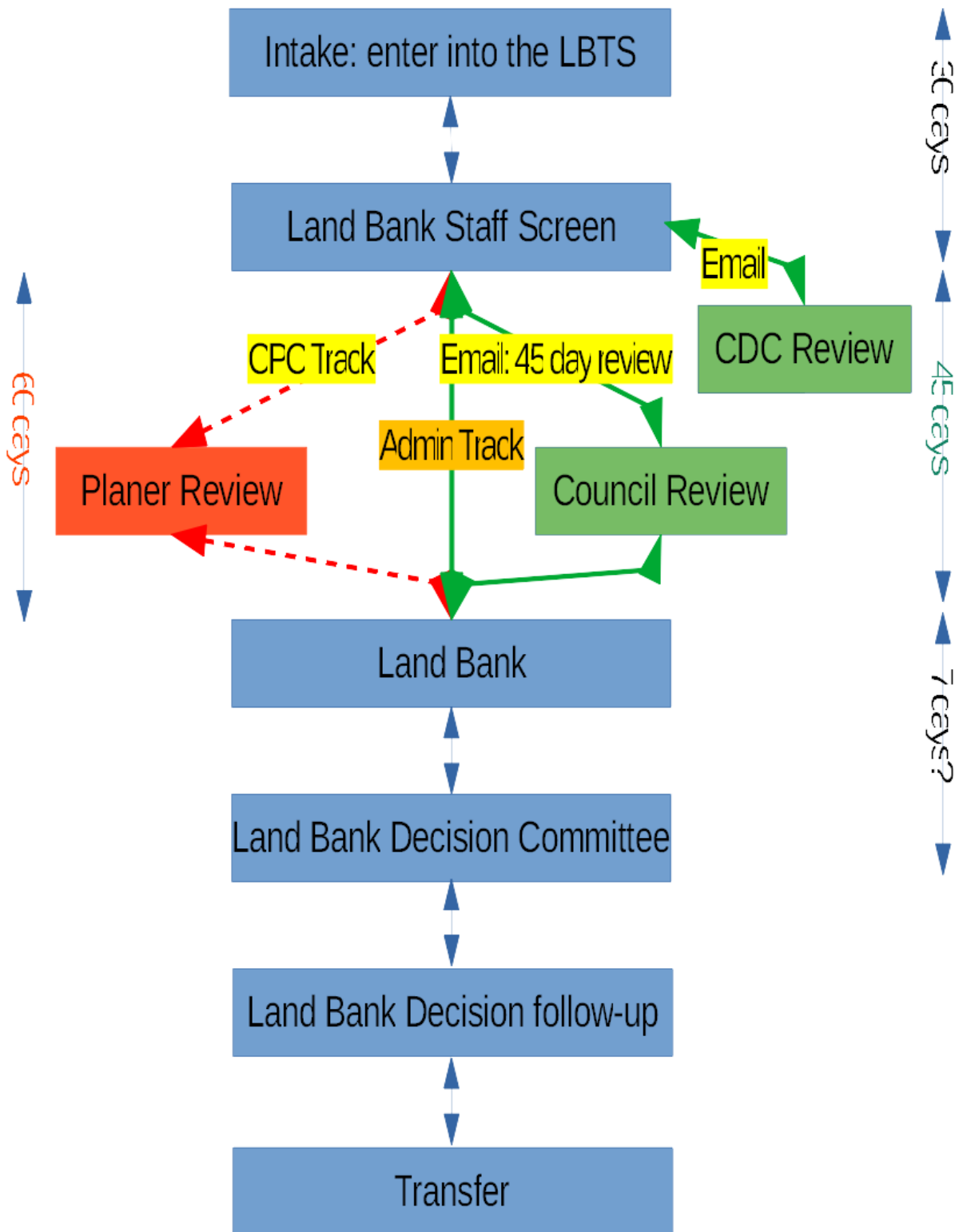


Figure 4 Cleveland Land Bank Workflow

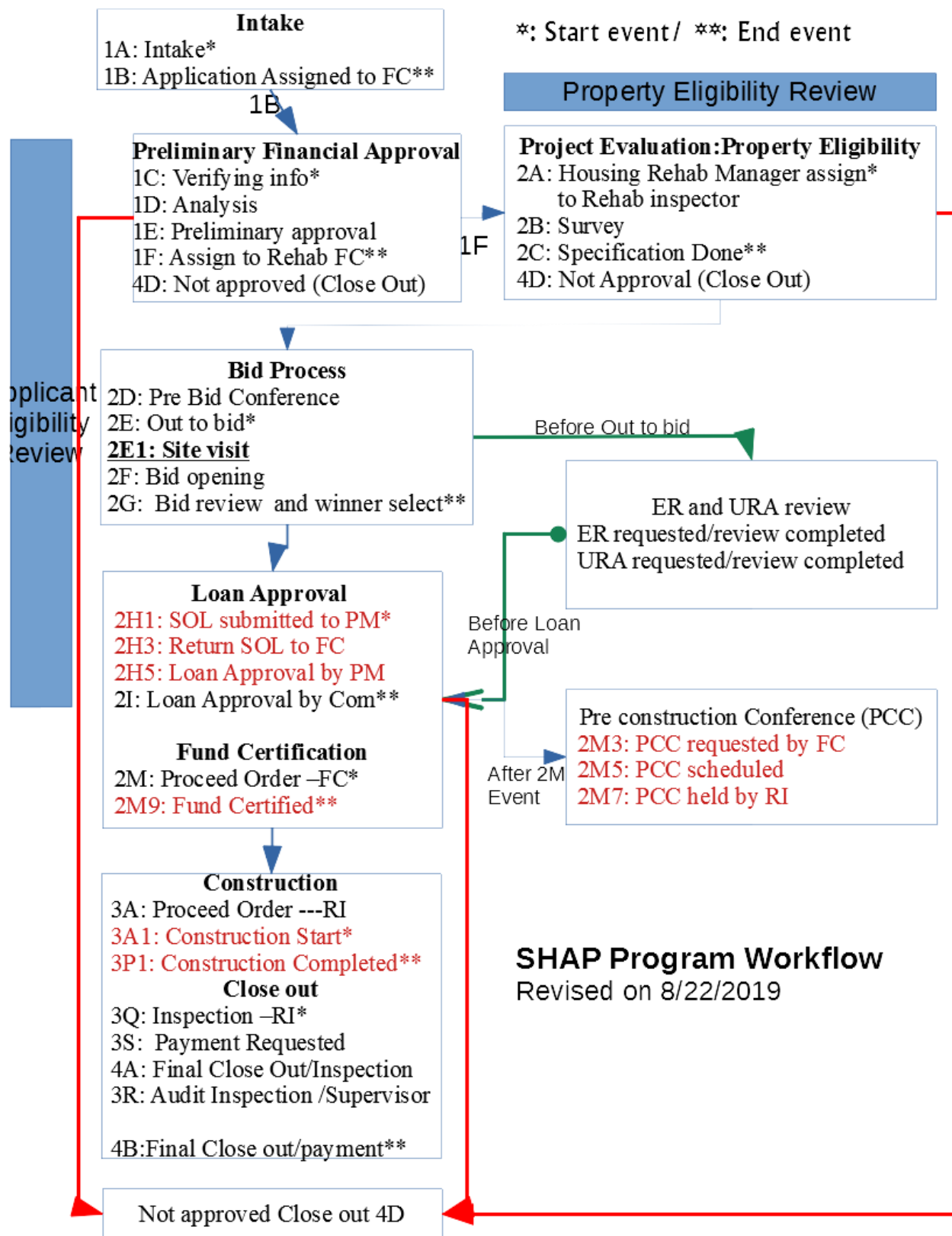


Figure 5 Division of Neighborhood Services Rehab Project Workflow

# Paint Program Workflow

Revised on 10/4/2019

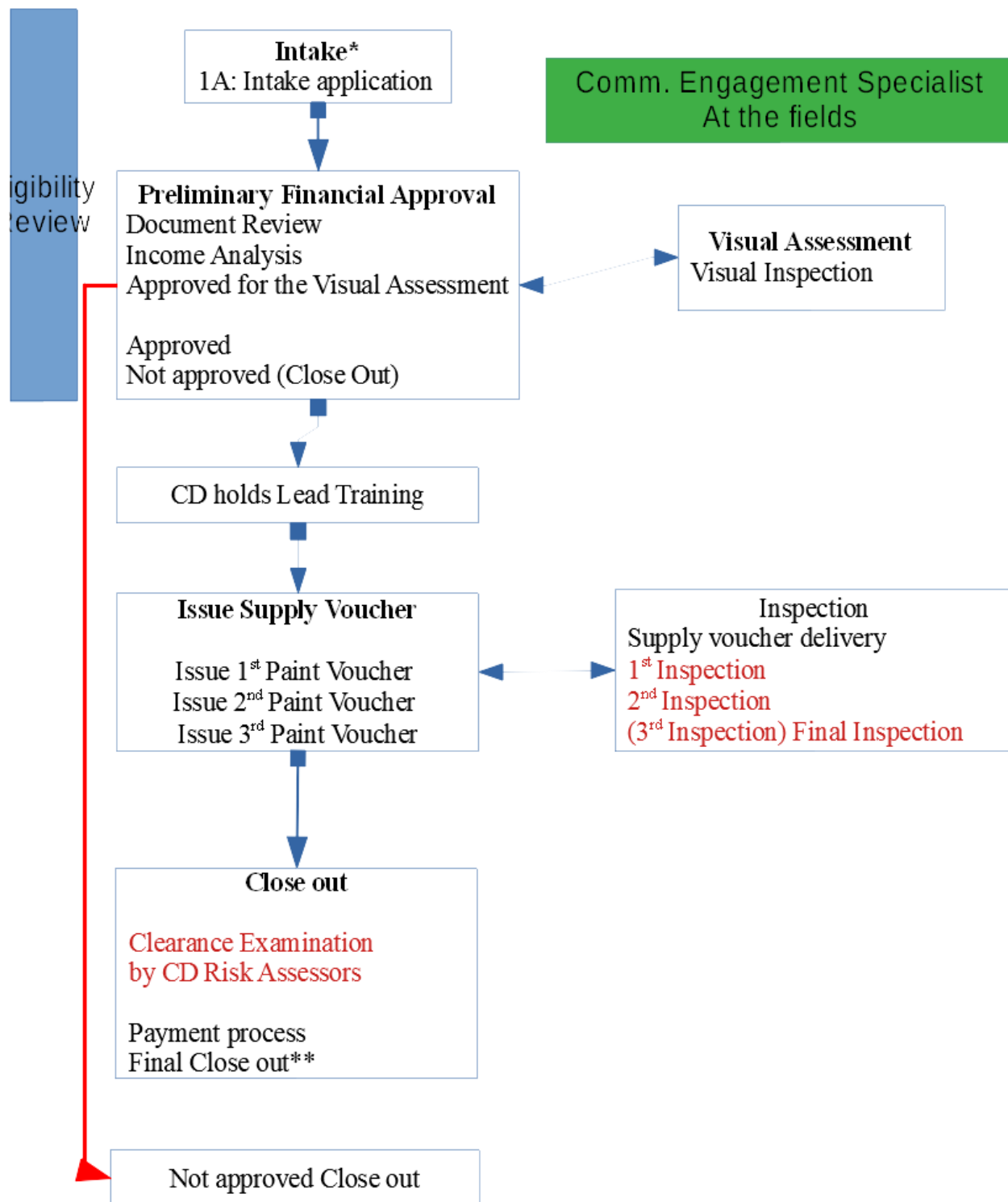


Figure 6 Division of Neighborhood Services Home Maintenance Program - Exterior Paint



*Figure 7CD's General Payment Process*



## **1. City of Cleveland Office of Equal Opportunity Schedules Checklist**

This checklist will guide you through the Office of Equal Opportunity Schedules that must be completed and submitted as part of your bid or proposal.

### **Schedule 1: Project Contact Information Form**

- ☐ is all requested contact information included?
- ☐ Is the form complete and signed?

### **Schedule 2: Schedule of Subcontractor Participation**

- ☐ did you specify the total dollar amounts for each subcontract?
- ☐ Did you verify that each subcontractor is certified for the type of work to be performed?
- ☐ Is the form complete and signed?

### **Schedule 3: Statement of Intent to Perform as a Subcontractor**

- ☐ did the subcontractor specify the total dollar amount of the subcontract?
- ☐ If applicable, has the re-subcontracting section been completed?
- ☐ Is the form completed and signed by the subcontractor?

### **Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification**

- ☐ Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)
- ☐ If you claim that subcontracting is not available or practical on this contract, have you explained on a separate attached sheet?
- ☐ Is the form complete and signed?

[City of Cleveland OEO Forms](#)